

# EXHIBIT B

## GENERAL RELEASE

THIS GENERAL RELEASE is made as of April 28, 2004, by Skoog Family Investments, LLC (the "LLC"), Jack C. Skoog ("Skoog") and Craig Van Ess ("Van Ess"), and any person or entity claiming through or under any of them, whether derivatively or otherwise (collectively, the "Skoog Releasors"), and Meridian Automotive Systems, Inc. (the "Company"), and any person or entity claiming through or under the Company, whether derivatively or otherwise (collectively, the "Company Releasors," and, together with the Skoog Releasors, the "Releasors").

TO ALL WHOM THESE PRESENTS SHALL COME OR MAY CONCERN, KNOW THAT THE SKOOG RELEASORS, for good and valuable consideration, receipt of which is hereby acknowledged, do hereby release and forever discharge the Company, all of its past, present or future directors, officers, employees, agents, attorneys, subsidiaries, affiliates, heirs, shareholders, debtholders, advisors, successors and assigns, and all of their assets, tangible and intangible, real and personal (all of the foregoing referred to collectively hereinafter as "Company Releasees"), from all actions, causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, guarantees, liabilities, controversies, agreements, promises, variances, trespasses, damages, judgments, extents, executions, claims and demands whatsoever, in law, equity or otherwise, whether known or unknown, contemplated or not contemplated, foreseen or unforeseen, existing or which may arise in the future, fixed or contingent, matured or unmatured, the Skoog Releasors ever had, now have or hereafter can, shall or may have, for, upon or by reason of, or arising at any time prior hereto or hereafter and in any way from any matter, cause, act or thing whatsoever, in each case arising from or out actions, inactions or events occurring on or before the date hereof; excepting only the liabilities and obligations arising out of (a) the Note and Warrant Agreement dated as of March 24, 2004 by and among the Company, the LLC, Skoog and Van Ess (the "Note Agreement"), and (b) the Consulting Agreement dated April 30, 1997, as amended, by and between the Company and Skoog (the "Consulting Agreement," and collectively with the Note Agreement, the "Agreements").

FURTHER, KNOW THAT THE COMPANY RELEASORS, for good and valuable consideration, receipt of which is hereby acknowledged, do hereby release and forever discharge Skoog, the LLC Van Ess, Richard Dauch and Tom Heiden, all of their respective past, present or future directors, officers, employees, agents, attorneys, subsidiaries, affiliates, heirs, members, debtholders, advisors, successors and assigns, and all of their assets, tangible and intangible, real and personal (all of the foregoing referred to collectively hereinafter as "Skoog Releasees," and, collectively with the Company Releasees, the "Releasees"), from all actions, causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, guarantees, liabilities, controversies, agreements, promises, variances, trespasses, damages, judgments, extents, executions, claims and demands whatsoever, in law, equity or otherwise, whether known or unknown, contemplated or not contemplated, foreseen or unforeseen, existing or which may arise in the future, fixed or contingent, matured or unmatured, the Company Releasors ever had, now have or hereafter can, shall or may have, for, upon or by reason of, or arising at any time prior hereto or hereafter and in any way from any matter, cause, act or thing whatsoever arising out of service by any of the Skoog Releasees as a director of the

Company, in each case arising from actions, inactions or events occurring on or before the date hereof; excepting only the liabilities and obligations arising out of the Agreements.

The Skoog Releasors covenant and agree that the Skoog Releasors will refrain from commencing any action or suit or prosecuting any pending action or suit, in law or in equity, against any Company Releasee on account of any action or cause of action which now exists or which may hereafter accrue in the Skoog Releasors' favor which is released hereunder. In addition to any other liability which shall accrue upon the breach of this covenant, the Skoog Releasors shall be liable, jointly and severally, to pay all reasonable attorneys' fees and costs incurred by any Company Releasee in the defense of such action or suit. Notwithstanding the foregoing, Van Ess shall only be liable for any breach of this covenant by Van Ess and not for the breach thereof by any other Skoog Releasor.

The Skoog Releasors hereby represent, warrant and agree that at the time of signing of this General Release, the Skoog Releasors own, free and clear of all claims, liens, security agreements and encumbrances, all the claims and other rights being released by them hereby.

The Company Releasors covenant and agree that the Company Releasors will refrain from commencing any action or suit or prosecuting any pending action or suit, in law or in equity, against any Skoog Releasee on account of any action or cause of action which now exists or which may hereafter accrue in the Company Releasors' favor which is released hereunder. In addition to any other liability which shall accrue upon the breach of this covenant, the Company Releasors shall be liable, jointly and severally, to pay all reasonable attorneys' fees and costs incurred by any Skoog Releasee in the defense of such action or suit.

The Company Releasors hereby represent, warrant and agree that at the time of signing of this General Release, the Company Releasors own, free and clear of all claims, liens, security agreements and encumbrances, all the claims and other rights being released by them hereby.

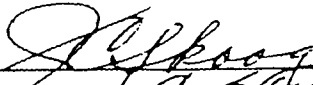
This General Release may not be amended, waived, terminated or otherwise changed in any respect, except by a writing signed by the Releasees. This General Release shall be governed by and construed in accordance with the internal laws, and not the law of conflict, of the State of Michigan.

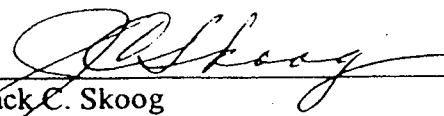
THIS GENERAL RELEASE IS FREELY AND VOLUNTARILY GIVEN TO THE RELEASEES BY THE RELEASORS WITHOUT ANY DURESS OR COERCION AND AFTER THE RELEASORS HAVE CONSULTED WITH COUNSEL, AND THE RELEASORS HAVE CAREFULLY AND COMPLETELY READ ALL OF THE TERMS AND PROVISIONS OF THIS GENERAL RELEASE.

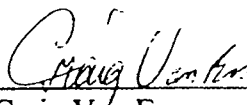
[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Releasors have hereunto executed this General Release as of the date first above written.

SKOOG FAMILY INVESTMENTS, LLC

By:   
Name: J.C. Skoog  
Title: Managing Member

  
Jack C. Skoog

  
Craig Van Ess

MERIDIAN AUTOMOTIVE SYSTEMS, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, the Releasors have hereunto executed this General Release as of the date first above written.

SKOOG FAMILY INVESTMENTS, LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Jack C. Skoog

\_\_\_\_\_  
Craig Van Ess

MERIDIAN AUTOMOTIVE SYSTEMS, INC.

By: Richard E. Newsted  
Name: Richard E. Newsted  
Title: Executive Vice President